

R. M. BARTON

IBLA 72-150

72-155      Decided February 17, 1972

Appeals from decisions (NM 13242 et al.) by New Mexico State office dismissing protests against noncompetitive oil and gas leases.

Affirmed.

Oil and Gas Leases: Applications: Sole Party in Interest

When a person files an oil and gas lease offer through a leasing service under an arrangement whereby the leasing service advances the first year's rental, selects the land, and controls the address at which the offeror may be reached, but no enforceable agreement is entered into whereby the offeror is obligated to transfer any interest in any lease to be issued to the leasing service, the service is not a party in interest in the offer merely because it may have a hope or expectancy of acquiring an interest and the offeror is not precluded from stating that he is the sole party in interest in the offer.

APPEARANCES: Thomas F. McKenna, for appellant.

OPINION BY MR. RITVO

These are appeals by R. M. Barton from each of two decisions dated September 21, 1971, of the New Mexico state office, Bureau of Land Management, which dismissed his protests against the issuance of noncompetitive oil and gas leases to certain offerors. The first decision dismissed his protest against the issuance of oil and gas leases to four offerors 1/ who were successful in a simultaneous drawing of September 3, 1971. The second decision dismissed his protest against the issuance of oil and gas lease NM 13242 to the successful offeror in a drawing held on February 4, 1971. He alleged that the lease had been issued in error and also that Central

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1/ The offerors and their leases are: T. David Ling, 14496; Harold Sargent, 14497; Jean Supplee, 14498; Albert F. Barbush, 14502.

Southwest Oil Corporation, to whom the lease had been assigned, is not a bona fide purchaser. 2/

In each appeal, Barton raises the same contentions which were rejected in a prior appeal, R. M. Barton, 4 IBLA 229 (January 5, 1972), and adopts by reference the same arguments he advanced on that appeal. His basic contention is that an oil and gas lease offeror filing an offer in a simultaneous filing through a leasing service must use his own correct address and may not use the address of the leasing service. He has presented no new arguments on this appeal. For the reasons given in Barton, supra, his protests against the issuance of the leases were properly dismissed.

Since lease NM 13242 has been found to have been properly issued, the allegation that Central Southwest Company is not a bona fide purchaser is immaterial.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior (211 DM 13.5; 35 F. R. 12081), the decision of the state office is affirmed.

Martin Ritvo, Member

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We concur:

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Douglas Henriques, Member

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Joan B. Thompson, Member (concurring specially)

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2/ Barton had also filed a protest against another lease, NM 13983, issued in similar circumstances and had appealed from the dismissal of his protest. Upon his abandonment of the appeal, it was dismissed. R. M. Barton, 4 IBLA 445 (December 22, 1971).

Joan B. Thompson, concurring

I concur in the result. My views on this matter are expressed in my concurring opinion in R. M. Barton, 4 IBLA 229 (January 5, 1972).

